

EDUCATIONAL SUPPORT PERSONNEL

Employment At-Will, Compensation, Overtime /Comp Time and Assignment

Employment At-Will

Unless otherwise specifically provided, District employment is at-will, which means that employment may be terminated by the District or employee at any time for any reason or no reason at all. A dismissal for a reduction in force requires thirty (30) days' notice before the employee is removed or dismissed. For the purposes of reduction in force, educational support personnel are granted seniority and recall rights within their respective categories of position. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

Compensation

The School Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., works overtime whenever the employee works more than forty (40) hours during a single workweek. Overtime will not be allowed without prior authorization from the employee's immediate supervisor.

Comp Time

Compensation time can only be used in lieu of payment with permission of supervisor that authorizes the overtime work. Compensation time must be used no later than the next pay period.

Assignment

The Superintendent is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
105 ILCS 5/10-22.34 and 5/10-23.5
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (1st Dist. Ill. 1985), *aff'd in part and remanded*, 505 N.E. 2d 314 (Ill. 1987).
Kaiser v. Dixon, 468 N.E. 2d 822 (Ill. App. 2d Dist. 1984).
Molitor v. Chicago Title & Trust Co., 59 N.E. 2d 695 (1st Dist. 1945).

CROSS REF: 5:290 (Employment Termination and Suspensions).

FIRST READING: October 18, 2006

ADOPTED: November 15, 2006